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HONG KONG
SAN JOSE
HOUSTON

MARK S PETERS

November 19, 1990

15

16544-D

16544-A
RECORDATION NO. 16544-A

Office of the Secretary
Recordation Unit
Room 2303

DEC 6 1990 -1 03 PM

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

0-340A025

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

Lease and Indenture Supplement No. 3 and Amendment, dated as of June 15, 1990, is a secondary document. The primary documents to which the Lease and Indenture Supplement No. 3 and Amendment is connected are recorded under Recordation No. 16544 and No. 16544-A. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

Manubank Leasing Corporation
29201 Telegraph Road (2nd Fl)
Southfield, MI 48034

C.T. Harrison

THELEN, MARRIN, JOHNSON & BRIDGES

Ms. Mildred Lee
November 19, 1990
Page 2

A description of the equipment covered by the document follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies not needed by the Commission for recordation.

A short summary of the document, to appear in the index follows:

Lease and Indenture Supplement No. 3 and Amendment, dated as of June 15, 1990, among The Connecticut National Bank, not in its individual capacity but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, and Manubank Leasing Corporation.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES



Mark S. Peters

Enc.
0040P

16544-A
RECORDED BY _____ FILED 145

DEC 6 1990 - 1 03 PM

Trust No. 3

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT

Dated as of June 15, 1990

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner-Trustee,

CSX TRANSPORTATION, INC.,
as Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

OPEN TOP HOPPER CARS
GONDOLA CARS
70-TON WOODCHIP HOPPER CARS
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 3 DATED AS OF SEPTEMBER 3, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303 ON NOVEMBER __, 1990
AT __:__ .M., RECORDATION NUMBER _____

THIS LEASE AND INDENTURE SUPPLEMENT No. 3 AND AMENDMENT (this "Supplement"), dated as of June 15, 1990 among The Connecticut National Bank, a national banking association but solely as Owner Trustee under that certain Trust Agreement No. 3 dated as of September 3, 1989 (the "Trust Agreement") ("Lessor" or "Owner Trustee"), CSX Transportation, Inc., a Virginia corporation ("Lessee"), and Mercantile-Safe Deposit and Trust Company, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee have entered into the Lease Agreement No. 3 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 3 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 3 (the "Indenture"), each dated as of September 3, 1989, relating to the lease financing of certain Railcars described therein. All capitalized terms used in this Amendment without definition shall have the meanings defined in Schedule X to the Lease;

WHEREAS, Lessor, Lessee and the Indenture Trustee have executed Lease and Indenture Supplement No 1, dated September 29, 1989 and Lease and Indenture Supplement No. 2 and Amendment ("Supplement No. 2") dated December 27, 1989, wherein the Stipulated Loss Values, Termination Values and Basic Rents applicable in respect of the Railcars are set forth therein;

WHEREAS, Section 9(f) of the Lease requires Basic Rent, Stipulated Loss Value and Termination Value (among other things) to be adjusted;

WHEREAS, Lessor and Lessee are entering into this Supplement to adjust Basic Rent, Stipulated Loss Value and Termination Value as so required; and

WHEREAS, Lessor, Lessee and Indenture Trustee are also entering into this Supplement to amend Section 2(c) of the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows pursuant to Section 8.02 of the Indenture and Section 23 of the Lease:

1. Effective on and as of the relevant Closing Date, Schedules 2A and 2B (with respect to Stipulated Loss Value), Schedules 3A and 3B (with respect to Termination Value), and Schedules 4A and 4B (with respect to Basic Rent) to Supplement No. 2 are deleted in their entirety and replaced by new Schedules 2A and 2B, 3A and 3B and 4A and 4B in the form attached hereto as Exhibit A.

2. Subclause (ii) of the first sentence of Section 2(c) of the Lease is hereby deleted in its entirety and replaced with the following subclause (ii):

"(ii) at the termination of the applicable storage period or at such earlier time as the Lessor may specify (or as soon thereafter as is practicable), as the Lessor may designate prior to the expiration of such storage period, provided that the Lessee shall not be obligated to move any Railcars more than once at the request of the Lessor."

3. Except as expressly amended hereby, all provisions of the Lease and the Lease Supplement shall remain unaffected and in full force and effect and any reference to the Lease or the Lease Supplement shall be a reference to the same as amended by this Supplement.

4. All of the provisions of the Lease and the Lease Supplement are hereby incorporated by reference in this Supplement, to the same extent as if fully set forth herein.

5. This Supplement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The parties agree that on or prior to the date hereof one or more of the parties' execution hereof may be evidenced by a transmission to Thelen, Marrin, Johnson & Bridges, by a telecommunications device capable of creating a written record, of a signature page hereof, executed by such party, with actual copies of executed signature pages to be sent by such party on such date to Thelen, Marrin, Johnson & Bridges, by overnight mail or courier service, provided that the signature pages transmitted by such telecommunications device shall be effective regardless of whether the actual copies of signature pages are sent.

6. This Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 3
to be duly executed and delivered as of the date and year first
above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: 

Name: A. B. Aftoora

Title: Treasurer

LESSOR:

THE CONNECTICUT NATIONAL BANK
not in its individual capacity,
but solely as Owner-Trustee

By: _____

Name: _____

Title: _____

INDENTURE TRUSTEE:

**MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY**, not in
its individual capacity
but solely as Indenture
Trustee

By: _____

Name: _____

Title: _____

[Corporate Seal]

Attest:

By _____

Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 3
to be duly executed and delivered as of the date and year first
above written.

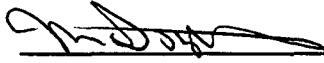
LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

THE CONNECTICUT NATIONAL BANK
not in its individual capacity,
but solely as Owner-Trustee

By:  _____
Name: MARK A. FORGETTA
Title: VICE PRESIDENT

INDENTURE TRUSTEE:

**MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY**, not in
its individual capacity
but solely as Indenture
Trustee

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 3
to be duly executed and delivered as of the date and year first
above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____


LESSOR:

THE CONNECTICUT NATIONAL BANK
not in its individual capacity,
but solely as Owner-Trustee

By: _____
Name: _____
Title: _____


INDENTURE TRUSTEE:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, not in
its individual capacity
but solely as Indenture
Trustee

By:  _____
Name: R. E. Schreiber
Title: VICE PRESIDENT

[Corporate Seal]

Attest:

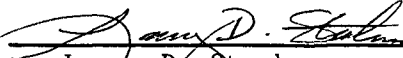
By  _____
Title: _____
J. A. Adams
Corporate Trust Officer

Certification to Lessee and Instruction to Lessor:

The undersigned, as Assignee, certifies to Lessee that it calculated the adjustments to Basic Rent, Stipulated Loss Value and Termination Value set forth in the foregoing Lease and Indenture Supplement in accordance with Section 9(f) of the Lease. Pursuant to the Trust Agreement, the undersigned instructs Lessor to enter into the foregoing Amendment.

OWNER PARTICIPANT:

MANUBANK LEASING CORPORATION

By: 
Name: Larry D. Strahm
Title: Second Vice President

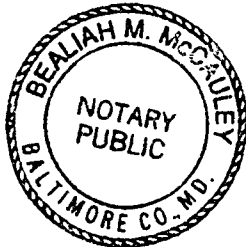
STATE OF MARYLAND)
CITY : ss.: Baltimore
~~COUNTY~~ OF BALTIMORE)

On this 19th day of June, 1990, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bealiah M. McCauley
Notary Public

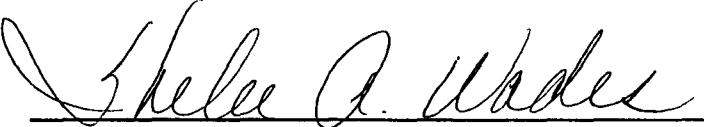
My Commission Expires: 7-1-90 •

[Notary Seal]



STATE OF MICHIGAN)
 : ss.:
COUNTY OF OAKLAND)

On this 19 day of June, 1990, before me personally appeared Larry D. Strahm, to be personally known, who, being by me duly sworn, says that he is Second Vice President of Manubank Leasing Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: _____ •

[Notary Seal]

SHELEE A. WADES
Notary Public, Oakland County, MI
My Commission Expires May 15, 1994

STATE OF CONNECTICUT)
 : ss.: Hartford
COUNTY OF HARTFORD)

On this 20TH day of June, 1990, before me personally appeared MARK A. FORGETTA, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Debra A. Johnson

Notary Public

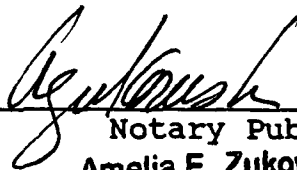
DEBRA A. JOHNSON
Notary Public, State of CT
My Commission Expires March 31, 1995

My Commission Expires: _____ •

[Notary Seal]

STATE OF MARYLAND)
 : ss.: Baltimore
COUNTY OF BALTIMORE)

On this 19th day of June, 1990, before me personally appeared E. E. Schreiber, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
Amelia E. Zukowski

My Commission Expires: July 1, 1990 •

[Notary Seal]

SCHEDULE 2A
to
Lease and Indenture Supplement No. 3
and Amendment

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

- The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

SCHEDULE 2A
to
Lease and Indenture Supplement No. 3
and Amendment

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	108.39321988
15 DEC 1990	109.42516737
15 JUN 1991	107.33699510
15 DEC 1991	107.90699429
15 JUN 1992	105.39449025
15 DEC 1992	105.77565871
15 JUN 1993	102.83211654
15 DEC 1993	103.09451260
15 JUN 1994	99.75312592
15 DEC 1994	99.92459705
15 JUN 1995	96.16010912
15 DEC 1995	96.24040886
15 JUN 1996	92.02797246
15 DEC 1996	92.06612439
15 JUN 1997	85.13166156
15 DEC 1997	85.24238169
15 JUN 1998	77.78514116
15 DEC 1998	78.04226374
15 JUN 1999	70.04107144
15 DEC 1999	63.48330113
15 JUN 2000	61.72710637
15 DEC 2000	62.28541551
15 JUN 2001	53.11622307
15 DEC 2001	53.27165728
15 JUN 2002	43.73890831
15 DEC 2002	44.03528537
15 JUN 2003	33.84456057
15 JUN 2003	33.84456057
15 DEC 2003	21.67526578
15 JUN 2004	22.53999999

SCHEDULE 2B
to
Lease and Indenture Supplement No. 3
and Amendment

STIPULATED LOSS VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-Ton Woodchip Cars leased hereunder on the date hereof.

SCHEDULE 2B
to
Lease and Indenture Supplement No. 3
and Amendment

STIPULATED LOSS VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	107.07027008
15 DEC 1990	108.09557699
15 JUN 1991	106.09457310
15 DEC 1991	106.68197885
15 JUN 1992	104.24845551
15 DEC 1992	104.64796986
15 JUN 1993	101.78953269
15 DEC 1993	102.06973722
15 JUN 1994	98.81887983
15 DEC 1994	99.00724956
15 JUN 1995	95.33959714
15 DEC 1995	95.43595304
15 JUN 1996	91.32691306
15 DEC 1996	91.37834549
15 JUN 1997	84.57302275
15 DEC 1997	84.69126897
15 JUN 1998	77.36737085
15 DEC 1998	77.62501191
15 JUN 1999	69.76509911
15 DEC 1999	61.48907619
15 JUN 2000	61.56164084
15 DEC 2000	62.23125529
15 JUN 2001	53.15551925
15 DEC 2001	53.39871709
15 JUN 2002	43.95117840
15 DEC 2002	44.27910680
15 JUN 2003	34.22010875
15 JUN 2003	34.22010875
15 DEC 2003	22.20840694
15 JUN 2004	23.12000000

SCHEDULE 3A
to
Lease and Indenture Supplement No. 3
and Amendment

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

SCHEDULE 3A
to
Lease and Indenture Supplement No. 3
and Amendment

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	107.97458456
15 DEC 1990	108.98659739
15 JUN 1991	106.87754121
15 DEC 1991	107.42566204
15 JUN 1992	104.89023783
15 DEC 1992	105.24739470
15 JUN 1993	102.27869755
15 DEC 1993	102.51474080
15 JUN 1994	99.14574645
15 DEC 1994	99.28829527
15 JUN 1995	95.49350780
15 DEC 1995	95.54206519
15 JUN 1996	91.29637492
15 DEC 1996	91.29968950
15 JUN 1997	84.32873043
15 DEC 1997	84.40121643
15 JUN 1998	76.90392113
15 DEC 1998	77.11908162
15 JUN 1999	69.07392905
15 DEC 1999	62.47010518
15 JUN 2000	60.66566386
15 DEC 2000	61.17342903
15 JUN 2001	51.95128581
15 DEC 2001	52.05124781
15 JUN 2002	42.46038515
15 DEC 2002	42.69588126
15 JUN 2003	32.44137645
15 JUN 2003	32.44137645
15 DEC 2003	20.20526457
15 JUN 2004	20.99999999

SCHEDULE 3B
to
Lease and Indenture Supplement No. 3
and Amendment

TERMINATION VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-Ton Woodchip Cars leased hereunder on the date hereof.

SCHEDULE 3B
to
Lease and Indenture Supplement No. 3
and Amendment

TERMINATION VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 JUN 1990	106.49396691
15 DEC 1990	107.49183130
15 JUN 1991	105.46207814
15 DEC 1991	106.01936562
15 JUN 1992	103.55428985
15 DEC 1992	103.92074928
15 JUN 1993	101.02768318
15 DEC 1993	101.27160982
15 JUN 1994	97.98274704
15 DEC 1994	98.13130165
15 JUN 1995	94.42193817
15 DEC 1995	94.47459682
15 JUN 1996	90.31977879
15 DEC 1996	90.32325331
15 JUN 1997	83.46768899
15 DEC 1997	83.53330121
15 JUN 1998	76.15426277
15 DEC 1998	76.35413782
15 JUN 1999	68.43370829
15 DEC 1999	60.09428695
15 JUN 2000	60.10043426
15 DEC 2000	60.70046870
15 JUN 2001	51.55183938
15 DEC 2001	51.71867289
15 JUN 2002	42.19113353
15 DEC 2002	42.43525178
15 JUN 2003	32.28845269
15 JUN 2003	32.28845269
15 DEC 2003	20.18476892
15 JUN 2004	21.00000000

SCHEDULE 4A
to
Lease and Indenture Supplement No. 3
and Amendment

BASIC RENT
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Rent Number</u>	<u>Percentage of Lessor's Cost</u>
6/15/1990	0	0.00000000
12/15/1990	1	3.77231175
6/15/1991	2	6.70367173
12/15/1991	3	3.74738885
6/15/1992	4	6.72859463
12/15/1992	5	3.60860454
6/15/1993	6	6.86737893
12/15/1993	7	3.45685779
6/15/1994	8	7.01912569
12/15/1994	9	3.29093788
6/15/1995	10	7.18504559
12/15/1995	11	3.10952105
6/15/1996	12	7.36646242
12/15/1996	13	2.91115990
6/15/1997	14	9.89281990
12/15/1997	15	2.58565172
6/15/1998	16	10.21832808
12/15/1998	17	2.22974107
6/15/1999	18	10.57423873
12/15/1999	19	8.90062991
6/15/2000	20	3.90334989
12/15/2000	21	1.51088443
6/15/2001	22	11.29309537
12/15/2001	23	1.51088443
6/15/2002	24	11.29309537
12/15/2002	25	1.09797403
6/15/2003	26 + 27	24.50998557
12/15/2003	28	0.00000000

SCHEDULE 4B
to
Lease and Indenture Supplement No. 3
and Amendment

BASIC RENT
(GONDOLA CARS, 70-TON WOODCHIP CARS AND
100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Rent Number</u>	<u>Percentage of Lessor's Cost</u>
6/15/1990	0	0.00000000
12/15/1990	1	3.77082233
6/15/1991	2	6.60947904
12/15/1991	3	3.72989061
6/15/1992	4	6.65041076
12/15/1992	5	3.59406652
6/15/1993	6	6.78623485
12/15/1993	7	3.44555646
6/15/1994	8	6.93474491
12/15/1994	9	3.28317555
6/15/1995	10	7.09712582
12/15/1995	11	3.10562827
6/15/1996	12	7.27467310
12/15/1996	13	2.91149807
6/15/1997	14	9.77553694
12/15/1997	15	2.59163703
6/15/1998	16	10.09539798
12/15/1998	17	2.24190097
6/15/1999	18	10.44513404
12/15/1999	19	10.65152651
6/15/2000	20	2.03550851
12/15/2000	21	1.44891190
6/15/2001	22	11.23812311
12/15/2001	23	1.44891190
6/15/2002	24	11.23812311
12/15/2002	25	1.08747146
6/15/2003	26 + 27	24.28659856
12/15/2003	28	0.00000000